IN THE HIGH COURT OF JUDICATURE AT BOMBAY
ORDINARY ORIGINAL CIVIL JURISDICTION

SUMMONS FOR JUDGMENT NO.38 OF 2005
IN
SUMMARY SUIT NO.3128 OF 2004

Janki Hotchand Bakshani ....Plaintiff
V/s.
Electrex Marketing Pvt.Ltd.& Anr. ....Defendants

Ms.Parvati Kaushik i/b Mr.B.S.Chandnani for the Plaintiff.
Mr.Ashok Varma for Defendant No.1
Mr.S. Nagvadania for Defendant No.2.

CORAM : S.J. VAZIFDAR, J.
DATED : 14TH NOVEMBER, 2005.

P.C. :

1. The suit is filed to recover the amounts in respect of a bill of exchange drawn by Defendant No.1 and accepted by Defendant No.2.

2. The execution of the bill of exchange is admitted.

3. Defendant No.1 makes a bare statement that no amount has been received in consideration of it having executed the bill of exchange. To my repeated question as to why the bill of exchange was drawn, there was no answer. There is thus no defence as far

as Defendant No.1 is concerned.

4. On behalf of Defendant No.2, it was contended that the Plaintiff is a money lender. In paragraph 13 of the affidavit in reply, there are no details to establish that the Plaintiff is a money lender and that the claim is therefore barred.

5. In the circumstances, there is no defence to the suit. The Summons for Judgment is made absolute and the suit is decreed as prayed.

. Refund as per rules.